

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM298370

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Astute Medical, Inc.		03/17/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CAPITAL ROYALTY PARTNERS II L.P.
Street Address:	1000 Main Street, Suite 2500
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	LIMITED PARTNERSHIP: DELAWARE
Name:	CAPITAL ROYALTY PARTNERS II - PARALLEL FUND "A" L.P.
Street Address:	1000 Main Street, Suite 2500
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	LIMITED PARTNERSHIP: DELAWARE
Name:	PARALLEL INVESTMENT OPPORTUNITIES PARTNERS II L.P.
Street Address:	1000 Main Street, Suite 2500
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	77489962	ASTUTE MEDICAL
Serial Number:	85341680	NEPHROCHECK
Serial Number:	85449129	AM
Serial Number:	85510732	ASTUTE 140
Serial Number:	85523134	NEPHROCLEAR
Serial Number:	85796237	N
Serial Number:	86211091	NEPHROAPP

CH \$190.00 77489962

CORRESPONDENCE DATA**Fax Number:** 4156932222***Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*****Phone:** 4156932440**Email:** crhem@cooley.com**Correspondent Name:** Cooley LLP**Address Line 1:** 101 California Street, 5th Floor**Address Line 4:** San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	CAPITAL ROYALTY - ASTUTE
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NAME OF SUBMITTER:	C. Rhem
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SIGNATURE:	/CR/
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DATE SIGNED:	03/17/2014
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Total Attachments: 4

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SHORT-FORM TRADEMARK SECURITY AGREEMENT

WHEREAS, ASTUTE MEDICAL, INC. (the “Grantor”) has adopted, used, is using, or intends to use, and is the owner of the trademarks and trademark applications listed in the attached Schedule of Registered Trademarks, and the registrations and applications associated therewith;

WHEREAS, the Grantor has contemporaneously with the execution of this Short-Form Trademark Security Agreement entered into the Security Agreement dated as of March 17, 2014 (as modified from time to time, the “Security Agreement”), in which the Grantor has granted certain interests in favor of CAPITAL ROYALTY PARTNERS II L.P., CAPITAL ROYALTY PARTNERS II – PARALLEL FUND “A” L.P., and PARALLEL INVESTMENT OPPORTUNITIES PARTNERS II L.P. (together, with their successors and assigns, the “Secured Parties”); and

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed with the Secured Parties to execute this Short-Form Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Secured Parties, to the extent provided in the Security Agreement (the terms and conditions of which are hereby incorporated herein), a security interest in all of its right, title and interest in, to and under all the trademarks, whether now owned or at any time hereafter acquired, of the Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on the attached Schedule of Registered Trademarks, and all registrations and pending applications associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application), as collateral security for the prompt and complete payment and performance when due of all the Secured Obligations (as defined in the Security Agreement). Notwithstanding the foregoing, in the event of any conflict between this Short-Form Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

Date: March 17, 2014

IN WITNESS WHEREOF, the party hereto has caused this Short-Form Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

ASTUTE MEDICAL, INC.

By: 

Name: Christopher Hibberd

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005238 FRAME: 0584

SCHEDULE OF
REGISTERED TRADEMARKS

TRADEMARKS

TRADEMARKS AND TRADEMARK APPLICATIONS:

TITLE	MATTER TYPE	COUNTRY	FILING DATE	SERIAL NUMBER	STATUS	Notes
Astute Medical (Standard Characters)	Trademark - ORG	United States of America	Jun 3, 2008	77489962	Registered	None
NephroCheck	Trademark - ORG	United States of America	Jun 8, 2011	85341680	Registered	None
AM	Trademark - ORG	United States of America	Oct 17, 2011	85449129	Registered	None
Astute 140 (Standard Charcters)	Trademark - ORG	United States of America	Jan 6, 2012	85510732	Registered	None
Nephroclear	Trademark - ORG	United States of America	Jan 23, 2012	85523134	Allowed	None
N	Trademark - ORG	United States of America	Dec 6, 2012	85796237	Registered	None
NEPHROAPP	Trademark - ORG	United States of America	Mar 4, 2014	86211091	Pending	None